



AmeriCorps*State
Member Service Agreement
Program Year 2013-2014



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Introduction

Dear Washington Service Corps Member,

Washington Service Corps values the AmeriCorps Member's commitment to service. It is important to know that when you take the AmeriCorps Pledge to "Get things done for America" this is greater than a commitment to your site, it is a commitment to National Service.

We also make a commitment to you. The organization you are placed with has been selected by the Washington Service Corps to sponsor a National Service project, and to support you in your commitment to serve, we will provide support and technical assistance to your sponsor organization. This document lays out your benefits, rights, and responsibilities as a Service Corps Member. Read it carefully, and please feel free to clarify with your Project Supervisor any questions prior to signing.

Sincerely,

Washington Service Corps Staff

I. Purpose

The purpose of this Member Service Agreement is to provide information about member benefits, rights and responsibilities, and other expectations and conditions that govern the term of service with the Washington Service Corps (WSC), a program of the Washington State Employment Security Department (ESD).

By signing this document you confirm your agreement, and responsibility to comply with all the terms and conditions outlined as program requirements. This is a contractual agreement. This service agreement should not be signed by any party without reviewing the detailed terms outlined in the document.

II. Member Eligibility

Eligibility Requirements: To be eligible to enroll in AmeriCorps, an individual must:

- be a United States citizen, U.S. national, or a lawful permanent resident alien of the United States
- be at least 17 years of age
- pass required criminal history background checks
- not be listed on the National Sex Offender website

Age Restrictions: Certain age restrictions apply to various WSC programs. For instance, in accordance with Washington State Law (Revised Code of Washington, RCW 50.65), Members enrolling in WSC's Individual Placement program must be between the ages of 18 and 25 on their first day of service.

Tutoring Requirements: All Members serving in tutoring programs must possess a high school diploma or equivalent.

Criminal History Background Checks: Sponsor organizations are required to conduct three types of background checks; the National Sex Offender Public Registry Check (NSOPR), State Criminal History Background Check(s), and the FBI fingerprint-based check also known as the Criminal History Record Information (CHRI), before an individual may be eligible to serve. An individual who refuses to undergo the required checks cannot be enrolled. State criminal background check(s) must be completed using the Corporation for National and Community Service (CNCS) specified state registry. State checks will be conducted both for Washington State and the state of residence at the time the Member applied to the position, if different. The background check documentation must be maintained according to state disclosure laws. WSC required criminal history background check documentation will be maintained in the WSC office.

In rare cases, a waiver will be requested for a Member whose sponsor organization is awaiting the results of the Member's out of state background check. The waiver allows the Member to serve while the background check is pending. Until the result of the out of state criminal registry check is received by the sponsor organization, the Member may not serve unsupervised. In this case, a covered sponsor organization staff must accompany the Member at all times during service until the results are provided to WSC.

Former Employees: Normally, projects may not select an employee, or previous employee, as an AmeriCorps Member. However, if the project receives an application from a current or former employee and wishes to select the individual as a Member, the project must request a waiver from the WSC. The project must demonstrate that the Member will be performing activities and serving in a capacity distinct from his or her prior employment.

Returning National Service Participants: To be eligible to serve for a subsequent term of service the Member must receive a final satisfactory, or better, performance evaluation for his or her most recent term of national service served with the WSC or elsewhere. The Member understands that mere eligibility for an additional term of service does not guarantee selection or placement.

III. Terms of Service

- A. The Member's term of service dates are reflected on the final page of this Agreement, under Acknowledgement.
- B. AmeriCorps Members serving in a full-time capacity will complete a minimum of 1700 hours of service during the term of service. Full-time is defined as an average of at least 40 hours per week.

- C. The Member understands that to successfully complete the term of service as defined by the WSC and consistent with the regulations of the Corporation for National and Community Service, the Member must:
- Complete the required term of service and meet or exceed the service hour requirement for their position.
 - Satisfactorily complete project related service assignments, tasks, projects, and training.
 - Satisfactorily complete WSC program related requirements and training; Members of the Individual Placement program must attend the WSC sponsored SERVES training institute to be held October 28-30, 2013, in Yakima. Members serving in a team-based program will receive training provided by the member's project site.
 - Complete and sign the final timesheet and exit form. Failure to provide a signed final timesheet on the last day of service will result in disallowed hours and may impact eligibility for the Education Award or possible future AmeriCorps terms of service.

IV. Benefits

Living Allowance: Members will receive a monthly living allowance. Official pay dates are tentatively set for the 5th and the 20th of each month. Members are required to have their living allowance directly deposited into their checking or savings account. Members will find their living allowance deposited into their checking or savings account on pay dates. If the payday falls on a weekend, pay will be received on the weekday closest to the 5th or 20th.

If using direct deposit will cause a hardship for the Member, an exception may be requested from WSC. Members with an approved exception may receive a check. Checks are typically received on or after the 5th and 20th of the month. If a check is lost in the mail or stolen, the Member should contact their Supervisor immediately. The WSC will issue the required form to request replacement of that check which may take as long as 30 days to replace.

The AmeriCorps Member's living allowance is subject to deductions for: federal income tax, OASI (Social Security), and Medicare. Withholding deductions will vary according to the number of dependents claimed on the W-4 form.

AmeriCorps Members are prohibited from accepting or soliciting monetary compensation from their project or placement site above and beyond their living allowance while serving as a Member of the WSC.

AmeriCorps Members are not in an employee relationship with the federal government, the program, or the sponsor organization for unemployment compensation purposes and, therefore, are not covered by unemployment compensation. According to RCW 50.65, time spent and compensation earned in the WSC are specifically excluded from credit for unemployment compensation. Prior employment history, however may entitle the former Member to unemployment compensation benefits.

Health Insurance: AmeriCorps Members may receive health insurance which includes, at a minimum: physician services for illness or injury; hospital room and board;

emergency room care; x-ray and laboratory costs; prescription drugs; mental or nervous conditions (may be limited); substance abuse (limited coverage); annual deductible of no more than \$250 per member; no more than \$1,000 total annual out-of-pocket per member; 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and maximum benefit of \$50,000. If the Member does not have other insurance which meets these minimums at the time of enrollment, then the member will be enrolled in coverage provided by WSC. Members that already have coverage that includes the minimums above will be required to waive coverage from WSC. WSC does not provide secondary health insurance coverage. If a member's insurance status changes during the term of service (i.e. gain or lose other coverage), they must notify WSC in writing to add or drop the WSC-paid health insurance. Family Members are not eligible for coverage through the WSC insurance policy. COBRA guidelines are not applicable for AmeriCorps Members since they are not considered employees of the program or the federal government. Detailed information about the AmeriCorps health insurance policy is provided to Members at the beginning of the service term.

Workers' Compensation: AmeriCorps Members are covered by Department of Labor and Industries' Workers' Compensation for service-related accidents. This coverage will pay medical benefits to Members in case of illness or injury if it is caused or aggravated by the performance of the Member's usual and customary, authorized duties of their project assignment. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the Member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others. Members will not receive service hours or stipend pay (time loss), to include childcare benefits, while on extended periods of leave due to injury. Please refer to WSC Member leave policy around administrative hold status for further information around this.

Accidents should be reported to the Supervisor immediately and to the WSC Program Coordinator within a reasonable amount of time thereafter. Documentation about the injury, please ensure you identify as an AmeriCorps member on the L&I claim. Your sponsor organization must retain a copy of that claim, in a file separate and secure from the Member's personnel file. Copies of that documentation must be provided to WSC within a reasonable amount of time thereafter.

Child Care: Full-time Members may receive a child care subsidy while they participate in national service. In order to receive the subsidy, the Member's family must be income eligible and the child(ren)'s caregiver must be considered a legal provider in the state. Reimbursement rates and eligibility will be based on locally established guidelines under the Child Care Development Block Grant (CCDBG), a federally funded program administered by each state. Full-time Members are eligible for childcare benefits if they:

- are parents or custodians of dependents under 13 years of age who reside with them,
- need child care in order to participate, and
- have a family income that does not exceed the state's income eligibility guidelines.

Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies. Visit the WSC website at:

<http://www.esd.wa.gov/washingtonservicecorps/partnersandMembers/project-childcare-resources.php> for more information.

Segal AmeriCorps Education Award: Upon successful completion of the Member's term of national service, the Member will receive an education award from the National Service Trust. Full-time Members will receive a \$5,550 education award. Education awards can be used to repay qualified student loans, to pay the cost of attending qualified institutions of higher education (including certain vocational programs), or to pay current expenses while participating in an approved school-to-work program. The education award is valid for seven years after the date the Member completed the term of service for which he or she received the award. Individual's age 55 or greater, at the time of enrollment, may transfer their education award to a child or grandchild under certain conditions. The education award is taxable in the year(s) the award is used.

- A. If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award.
- B. The Member understands that failure to disclose any history of having been released for cause from another AmeriCorps program may render the Member ineligible to receive the education award.
- C. The Member understands that if they have already received the equivalent of two full time education awards, they are not eligible to receive an additional education award.

Loan Forbearance on Qualified Student Loans¹: AmeriCorps Members are eligible to have the repayment of certain qualified student loans postponed while they are serving as an AmeriCorps Member. During a period of forbearance, Members do not have to make payments on qualified loans, although interest continues to accumulate. The National Service Trust does not grant forbearance, the loan holders do. The postponement, called forbearance, is not automatic. Members must request forbearance from their loan holder using the on-line system at http://www.americorps.gov/for_individuals/online/index.asp

If a Member is not eligible for loan forbearance they may be able to contact their lender to request an economic hardship deferment. The WSC can provide documentation of Members' earnings, if requested.

Payment of Interest on Qualified Student Loans: AmeriCorps Members who have successfully completed a term of service are eligible to have the National Service Trust pay up to 100% of the interest that accrued on their qualified student loan(s) during their term of service. The loan must have been in forbearance, deferment or a grace period during this period. To have the Trust pay all or a portion of the interest accrued on qualified student loans, the Trust must receive verification from the WSC that the Member has successfully completed their term of service. The Member must complete the [Interest Accrued During National Service Form](http://www.americorps.gov/for_individuals/online/index.asp) using the on-line system: http://www.americorps.gov/for_individuals/online/index.asp. This payment, like

¹ The national service legislation defines qualified student loan as a loan backed by the federal government under Title IV of the Higher Education Act (except PLUS Loans to parents of students), or under Titles VII or VIII of the Public Health Service Act. For more information please refer to the AmeriCorps website at: http://www.americorps.gov/for_individuals/benefits/benefits_ed_award_use.asp

payments from an education award, is considered taxable income in the year the payment is made.

V. Member Development

Core Training: All Members of the WSC will receive required core training including: AmeriCorps Affiliation and Program Orientation; Volunteer Recruitment, Management and Recognition; Cultural Competencies; Effective Communication; Leadership Skills Development, and Life After AmeriCorps. Time spent in training is not to exceed 20% of a Member's total service hours.

Orientation to AmeriCorps: Sponsor organizations will orientate Members to AmeriCorps, to the site, to the community the Member will serve, and to the service that they will provide.

SERVES Training Institute: (Individual Placement Members only) The WSC will host one multi-day training institute in the fall, called SERVES. In addition to receiving many of the core trainings required by WSC, which will help Members to be more effective in their service assignment, this event is an excellent vehicle for Members to network with other WSC Members from across the state. At this training, members will also be provided Performance Measurement training which will help train on the importance of tracking key performance measurement data information during the term of service for their sponsor organization as a required part of the service term. This SERVES Training Institute will require overnight lodging, paid for by the WSC. All cost to travel to and from training will be paid by the sponsor organization, including any reimbursement to be paid to the Member. Full attendance and participation of individual placement Members is mandatory, even for returning Members of WSC. Any requests to not participate must be sent by the sponsor organization's Supervisor to WSC Director of Program and Operations for approval, with any supporting documentation. This will include the sponsor organizations commitment to pay for the trainers identified, to include review and approval by WSC, to cover the core training and Performance Measurement training during the member(s) service term outside of this required training institute.

Position Description: Each Member will receive a Position Description that is unique to their national service position. At a minimum, the Position Description includes the typical hours of service, location of service, the names and phone numbers for the Supervisors, and a description of the Member's service activities. The commitment to Duties and Responsibilities described in the Position Description are incorporated into this Member Service Agreement by reference.

Changes to Member duties and responsibilities from those documented in the Position Description, including changes in Supervisor, or Member schedule, require an Amended Position Description to be submitted to WSC for approval. Once approved, Member and Supervisor sign and date the amended form, retain a copy for Member and sponsor organization files, and send the original to the WSC Program Coordinator prior to, if possible, or immediately after a change occurs.

Performance Evaluations: Two Member evaluations are required during the term of service. At a minimum, evaluations are due mid-term (by January 31st) and end-of-term (by June 30th). The Supervisor and the Member will reflect on the Member's progress and skill development and determine if the Member is on-track to complete the required

service hours. Members are encouraged to provide comments on the evaluation form, responding with reflection or action plans to the evaluation. If a member leaves for any reason prior to the end of the contractual term of service, an exit evaluation is required by the Supervisor to complete where it may be provided to the Member if available upon ending that term of service.

Corrective actions will be dealt with in a timely manner and are not necessarily linked to the evaluation schedule. See Disciplinary Guidelines, Section IX.

VI. Leave Situations

WSC AmeriCorps Members are not considered employees and are therefore not entitled to vacation time, compensatory time or sick leave. Members may be approved for reasonable leave time according to the Approved Absence paragraph below. Reasonable leave time is defined as time off that will not prevent the sponsor organization from achieving its objectives. Additionally, leave - or time off - must not keep the Member from meeting the minimum of 1,700 hours (full-time term of service), which is required to receive the AmeriCorps education award.

Approved Absence: All leave must be approved in advance and be verifiable. When approving leave, sponsor organizations must adhere to the following:

- Members who are on-track to achieve the 1,700 hours requirement may be granted short-term (i.e., a few days) time off for personal matters.
- The sponsor organization should exercise prudent judgment in granting personal time off so project objectives are not compromised.
- Members who are not on-track to achieve 1,700 hours may be granted time off to meet urgent personal needs only, such as medical issues, Department of Social and Health Services appointments, court dates, family bereavement, etc.

Holiday Leave: AmeriCorps Members may be eligible for the same holidays as employees of the sponsor organization without affecting their living allowance. However, holiday hours, if not served do not count toward the service hours required for an education award. Sponsor organizations must ensure that Members are aware of the holidays prior to starting their term of service.

School breaks such as winter and spring breaks should not be considered vacations for Members. For extended site closures, see Alternative Service for more information.

Administrative Hold Status: Administrative hold status is used when Members are unable to serve with their sponsor organization for an extended period of time, yet remain enrolled in the AmeriCorps program. Sponsor organizations may request to the WSC that Members be placed on administrative hold for extenuating personal or medical circumstances such as the birth of a child; serious illness of a Member's spouse, child, or parent; or serious illness preventing the Member from performing his/her essential service duties. Members may also be placed on administrative hold for programmatic reasons with the advance approval of WSC. Administrative hold may be granted up to 90 calendar days or until the scheduled end of the term of service, whichever is earlier. Requests for Members to be placed on administrative hold must be submitted by the Supervisor, to the WSC in a timely manner. Also, all requests must include appropriate back-up documentation. While on administrative hold, Members are not eligible for the

living allowance . Members will not earn hours while in administrative hold status. Members who are on administrative hold will continue to receive health care coverage.

Armed Forces Reserves: Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (two-week active duty service). To the extent possible, sponsor organizations should seek to minimize the disruption in the Members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If Members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, Members will be granted a leave for the two-week active duty service in the Reserves.

Members will not receive stipended time-off for additional Reserves-related service beyond the two-week active duty service. Also, no AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves. Members will receive credit for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps term of service. The Member would receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a full-time Member is scheduled to serve 40 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, he or she would receive 80 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves. Members will continue to receive the living allowance, health care coverage, and childcare benefits (if applicable) for their mandatory two-week period of active duty service.

AmeriCorps Members called to active military duty (beyond the two-week active duty service) may be placed on administrative hold. While on hold they will not receive their living allowance, childcare benefits, and health care coverage nor will they receive service hours toward their education award. Members must provide a copy of the orders placing them on active military duty to the sponsor organization Supervisor, who will provide a copy to their WSC Program Coordinator. Members who are called to active duty may choose to be terminated from the project due to compelling circumstances.

Jury Duty: Members who are called to serve on jury duty are allowed to do so. They must provide a copy of the jury duty summons to their Supervisor, who will provide a copy to the WSC Program Coordinator. During the time they serve as jurors, Members will continue to earn service hours and receive their living allowance, health care coverage and if applicable, childcare benefits. Members are also allowed to keep the jury duty pay they receive from the court.

Sponsor organizations should consult with their WSC Program Coordinator if additional guidance is needed.

VII. Allowable Service Hours and Activities

- Members are to provide direct service in accordance with the position description. Only in the event that administrative duties are necessary to reach service goals, will

such duties be allowed. Administrative duties that support general sponsor organization organizational goals are not allowed.

- Member service activities are designed to expand on, or enhance the sponsor organization's impact. Service activities are not to duplicate the routine functions of, or displace paid employees.
- For hours to be allowable and counted toward the minimum hours requirement, hours for service, training, and fundraising must be recorded in timesheets accurately, and submitted as required by program. Failure to submit an accurate signed timesheet on the last day of service will result in disallowed hours and may impact eligibility for the Education Award or possible future AmeriCorps terms of service.
- A member is allowed a maximum of 14 service hours in a day.
- Out of state travel for Member training purposes must be pre-authorized by the WSC Director of Operations for the hours to be allowable. Out of state travel requests are made in writing or via email to the WSC Program Coordinator. The request must include the approval of the Supervisor, a description of the training and where it is located, including the hours involved, and how it relates to the Member's service. Service outside the state of Washington is prohibited by the WSC.

VIII. Rules of Conduct

A. At all times while acting in their official capacity the AmeriCorps Member is expected to abide by the following rules. By signing this agreement, the Member further understands that the failure to do so constitute a violation of the program's Rules of Conduct:

- demonstrate respect toward others
- fulfill duties and responsibilities of the position
- direct concerns, problems, and suggestions to the immediate Supervisor
- report to Supervisor immediately, and in advance of, any tardiness or absences
- use professional and appropriate language when serving
- wear appropriate AmeriCorps service gear to all service assignments
- follow site's established safety guidelines and rules that ensure your well-being and that of program participants
- comply with [current WSC Policies](#), and other policies that may be developed and implemented throughout the program year
- not steal or lie
- comply with your site's current Drug Free Work Place and Non-Discrimination policies
- avoid actions that have the potential to cause physical or emotional damage to other Members of the program or people in the community
- not engage in unlawful manufacture, distribution, dispensation, possession, or use of any controlled substances or illegal drugs during the term of service
- not consume or be under the influence of alcoholic beverages during the performance of service activities
- immediate notification to the program of personal criminal arrests or convictions that occur during the term of service

B. At no time may the Member engage in any activity that is illegal under local, state or federal law, or engage in activities that pose a significant safety risk to others.

- C. Members must adhere to the sponsor organization's policies and procedures during their time of service.
- D. **Prohibited Activities:** Members will not engage in any AmeriCorps prohibited activities during the course of service, or at the request of sponsoring organization staff, nor may Members engage in conduct in a manner that would associate the national service program or the Corporation for National and Community Service (CNCS) with the prohibited activities, which include:

CNCS prohibited activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit;

WSC prohibited activities:

1. Organizing a letter-writing campaign to Congress;
2. Participating in activities that pose a significant safety risk to participants;
3. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
4. Fundraising, unless under the following circumstances: if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any Member.

Individuals may exercise their rights as private citizens and may participate in the above activities on personal time, at personal expense, and under their own initiative. The AmeriCorps logo must not be worn while doing so.

- E. A violation of the program's Rules of Conduct, to include AmeriCorps*State Member Conduct Policy #5, will be subject to the progressive discipline model outlined in Section IX.

IX. Disciplinary Guidelines for Improper Conduct

The following guidelines have been developed to provide AmeriCorps Members and Supervisors with standards regarding disciplinary steps for improper conduct. Improper conduct includes, but is not limited to a violation of the program's Rules of Conduct, as described in Section VIII. Any behavior that affects a Member's ability to perform the service assignment, or that is not in the best interest of the sponsor organization or its project will be subject to review by the Supervisor and disciplinary action may be taken, up to and including termination of service.

It is the intent that problems are settled at the local level, so that the Member can remain in continuous effective service. Members and Supervisors are encouraged to bring concerns to each other and to utilize conflict resolution strategies to accommodate this goal.

In most cases, progressive discipline according to the following guidelines will be appropriate. However, in some cases the situation may be so serious that some or all of the following progressive discipline steps may not be followed to accommodate the appropriate level of discipline:

- A. For the first offense, the Supervisor will issue a verbal warning to the Member. The Supervisor will email the WSC Program Coordinator to document the verbal warning.
- B. For the second offense, the Supervisor will issue a written warning and a corrective action plan must be written and signed by both the Supervisor and the Member (as receipt of that copy).
 - Supervisor will provide a complete copy with signatures via email (attached) to the WSC Program Coordinator within two (2) business days of the issuance of this written warning and corrective action plan to the member.
- C. For the third offense, the Member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
 - Supervisor will get approval from the WSC Program Coordinator prior to suspending a member.
- D. For the fourth offense, the Member may be released for cause.
 - Supervisor will discuss this step with the WSC Program Coordinator prior to taking this action.

Members must maintain good standing with the placement site; failure to do so may result in disciplinary action up to, and including, termination from the service position.

Disciplinary Guidelines for Improper Conduct

MISCONDUCT		FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
1	Failure to complete and submit Member timesheets as required.	Verbal Warning	Written Warning	Suspension	Termination
2	Failure to notify Supervisor(s) of intent to be late or absent within 30 minutes of scheduled starting time; reporting late for service assignments without good cause; leaving service assignments without Supervisor's permission.	Verbal Warning	Written Warning	Suspension	Termination
3	Failure to follow the Supervisor's instructions, failure to maintain proper behavior during term of service which includes, but is not limited to, adhering to service gear and appearance standards, following program rules and guidelines, etc.	Verbal Warning	Written Warning	Suspension	Termination
4	Threatening, intimidating, coercing, or fighting with other Members, project Supervisor(s), other agency personnel, or service recipients.	Immediate Suspension or Termination	Termination		
5	Unexcused absence from service assignment for three consecutive days.	Immediate Suspension or Termination			
6	Being under the influence of, or in possession of, alcohol or any controlled substance during the performance of service activities; engaging in any unlawful activity.	Immediate Suspension or Termination			
7	Falsifying program records or time reports.	Termination			

X. Suspension and Termination

Suspension: AmeriCorps Members may be temporarily suspended for disciplinary reasons as outlined in Sections VIII or IX. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of

suspension will not be credited toward the total service hours required for an education award. The Supervisor, in consultation with the WSC Program Coordinator, will determine the number of days of suspension.

Suspension to Investigate Situations that may Result in Release for Cause: For serious allegations that may require the Supervisor to conduct an investigation before determining if the Member should be released for cause, the Member may be suspended for up to 30 days. The site sponsor must consult with the WSC before suspending the Member. During the suspension period, the Member's living allowance shall accrue and health insurance will be provided. Should the Member be reinstated with full rights, the living allowance that accrued during the suspension will be paid to the Member during the next scheduled pay period. If the final determination is that the Member should be released for cause, the Member will not receive the accrued living allowance or any portion of an education award based on the time served in the program. If the Member has obtained loan forbearance, the Corporation will not pay any accrued interest, and the Member may be disqualified from future AmeriCorps service.

Release from Term of Service: AmeriCorps Members may be released from the program for compelling personal circumstances or cause.

A. **Compelling Personal Circumstances:** The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service. The Member must submit a written request for termination for compelling personal circumstances, along with any required documentation on or before the termination date. A Member who leaves the program without obtaining a release for compelling personal circumstances is considered released for cause. The WSC is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify grant of an education award. The Member understands that, as a result of this action, they may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.

Compelling personal circumstances include those that are beyond the Member's control, such as, but not limited to:

- a Member's disability or serious illness
- disability, serious illness, or death of a Member's family Member if it makes completing the term unreasonably difficult or impossible
- military service obligations
- conditions attributable to the program or otherwise unforeseeable and beyond the Member's control, such as relocation of a spouse, or the non-renewal or premature closing of the project.

Compelling personal circumstances do not include leaving the program:

- to enroll in school
- to obtain employment
- because of dissatisfaction with the program
- to enroll into another national service program prior to completing this obligated term of service.

B. **Cause:** A release for cause encompasses any circumstances other than personal and compelling circumstances that warrant a Member's release prior to completing the term of service. Members can be released from the program for, but not limited to, the following reasons:

- engaging in a Prohibited Activity during service
- refusing to serve or participate in program activities
- being habitually tardy or having unexcused absences
- failing to follow program rules and guidelines
- consistently failing to follow Supervisor's instructions
- conduct which substantially diminishes or interferes with the Member's effectiveness as a Member of the WSC
- showing disrespect for other AmeriCorps Members, agency staff, clients, or any person of the public
- illegal possession of a controlled substance or illegal drug use during term of service
- reporting to service and/or training activities under the influence of alcohol or drugs, or when obviously suffering from the residual effects
- consuming alcohol on alcohol-free premises while attending AmeriCorps sponsored events
- being convicted of a felony
- being charged with a violent felony or the sale or distribution of a controlled substance
- destroying property or stealing
- fighting, provoking a fight, or making threats of violence
- possessing any type of weapon while on duty
- lying or falsifying information provided to program staff

Any Member who believes they have been wrongfully terminated from the program has a right to file a grievance. Refer to the grievance procedures outlined in Section XI.

XI. Grievance Procedures

The grievance procedures outlined here apply to service-related issues including suspension, release for cause, and denial of a Segal AmeriCorps education award. Should problems progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.

Optional Alternative Dispute Resolution (ADR): ADR is available, but must be agreed to within 45 days of the underlying dispute. If both the Member and WSC choose ADR as a first option, a neutral party designated by the WSC will attempt to facilitate a mutually agreeable solution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, non-binding, and informal. If ADR fails to facilitate a mutually agreeable resolution, and a grievance hearing is requested, no communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

If ADR is chosen, the deadlines for convening a grievance hearing and for a grievance hearing decision, 30 and 60 days respectively from the filing of a grievance, are

suspended until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the aggrieved party of his or her right to request a hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

Grievance Hearing: If a Member or the WSC declines ADR or if ADR fails to facilitate a mutually agreeable resolution, the aggrieved party may request a grievance hearing. The Member must make a written request for a hearing to the WSC Director of Programs and Operations, Washington Service Corps, Employment Security Department, P.O. Box 9046, Olympia, WA 98507-9046. This letter should include a detailed explanation of the dispute, solution requested, and supporting documentation. A request for a hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should provide to the Member the information that it relied upon in its disciplinary decision.

The program may arrange for one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing conferences are not a substitute for a hearing, but are intended to facilitate a mutually agreeable resolution. It may make a grievance hearing unnecessary or narrow the issues to be decided at a hearing. The format of pre-hearing conferences may be flexible, involving meetings with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the WSC Director or the Director's designee.

The hearing will be conducted by the WSC Director or the Director's designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

Binding Arbitration: An aggrieved party may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 calendar days of the filing of the grievance. The arbitrator must be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service will appoint one within 15 calendar days after receiving a request from one of the parties.

An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation's CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as the prevailing party's attorney fees.

XII. Miscellaneous Items

Alternative Service: When unable to serve with the sponsor organization or service site due to school breaks, extended agency holidays, inclement weather, etc., activities must be developed for Members to continue to serve. School breaks such as winter and

spring breaks should not be considered vacations for Members. Consult the [WSC Policy](#) on Member Hours and Allowable Service Activities for more information. Additional information on how Members and Supervisors document [alternative service hours](#) is on the WSC website.

Appropriate Use of the AmeriCorps and WSC Names and Logos: The phrase “The AmeriCorps National Service Network” or an “AmeriCorps® Program” and the slogan “Getting Things Done”™ may only be used on materials in accordance with Corporation guidelines and requirements. The AmeriCorps logo cannot be altered. The Washington Service Corps logo is also available for use by local programs and Members. As with the AmeriCorps logo, the WSC logo cannot be altered.

Commercial Creditors: Neither the WSC nor the sponsor organization is responsible for the personal debts of any AmeriCorps Member. Neither the Member nor the sponsor organization is authorized to obtain an extension of credit by representing themselves as state government employees.

Days of Service: Members are encouraged to participate in AmeriCorps affiliated service projects for the following recognized events:

Make a Difference Day	October	http://makeadifferenceday.com/
Martin Luther King, Jr. Day	January	http://mlkday.gov/index.php
AmeriCorps Week	March or May	http://www.americorps.gov/about/americorpsweek/index.asp
National Volunteer Week	April	http://www.handsonnetwork.org/nationalprograms/signatureevents/nvw

- **Martin Luther King, Jr. Day of Service (MLK Day)** is a national day of service and Members are expected to observe this Federal Holiday as a “day on, not a day off”. It occurs on the third Monday in January. Members are encouraged to serve on this holiday at their site or to participate in service activities planned in their local communities. Many resources for planning and promoting community service events for this day of service can be found on the mlkday.gov website.

Disaster Response and/or Recovery Efforts: WSC Members may be deployed to help support disaster response and/or recovery efforts. Sponsor organizations must agree to release Members for short term duration to assist with these efforts. Deployment may be waived if it presents undue hardship for an individual Member. Any deployment would be within the state of Washington, unless specifically requested through our cooperative agreement with the Corporation for National and Community Service. All out-of-state Member deployments need prior approval from the WSC Director of Programs and Operations for a Member to travel outside the state of Washington. Consult the [WSC Policy](#) on Member Deployment for additional information.

Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the WSC. Alcohol and drug abuse adversely affects health and service performance, creates dangerous situations, and serves to undermine the community's confidence in the AmeriCorps program. Therefore, the WSC AmeriCorps program prohibits drug or alcohol abuse on the part of its Members. A WSC sponsor organization may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use. If an AmeriCorps Member is arrested for, or convicted of a drug offense, the Member must notify their Supervisor who will notify the WSC Program Coordinator in writing within five days. The WSC will take appropriate action including referral to a drug rehabilitation program, suspension, or release for cause consistent with the WSC rules on termination and suspension of service.

E-mail and Internet Usage: Each sponsor organization provides equipment such as phone, computer and internet access to their AmeriCorps Members to assist in the performance of their official duties. The equipment shall be used only for business purposes and AmeriCorps Members must adhere to the policies provided by the sponsor organization. Improper or illegal use of e-mail or Internet resources poses serious risk and liability to the AmeriCorps Member, sponsor organization, and the WSC. Violations will result in the disciplinary process consistent with the WSC rules on suspension and termination of service, Section X.

Nondisplacement:

An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that will supplant the hiring of employed workers; or are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any presently employed worker; employee who recently resigned or was discharged; employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures employee who is on leave (terminal, temporary, vacation, emergency, or sick); employee who is on strike or who is being locked out.

Nonduplication: Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

Equal Opportunity: As a grantee of the WSC, each sponsor organization receiving the services of an AmeriCorps Member agrees that they will abide by federal laws and Corporation for National and Community Service policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps Members will be provided by both WSC and the sponsor organization. Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of CNCS is to ensure mutual respect for all differences among us. Participation in AmeriCorps will be based on merit and equal opportunity for all, without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community or social affiliations.

The WSC and its site sponsors agree to provide an environment free from sexual, racial, national origin or religious harassment. Harassment includes unwelcome verbal, physical or graphic conduct that has the purpose or effect of interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

Any volunteer, service participant, client, employee or beneficiary who believes they have been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise his or her concerns with the Corporation's Office of Civil Rights and Inclusiveness. However, discrimination claims not brought to the attention of the CNCS Office of Civil Rights and Inclusiveness within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. The Office of Civil Rights and Inclusiveness may be reached at eo@cns.gov, (202) 606-7503 (VOICE), (202) 606-3465 (FAX), or (202) 606-3472 (TDD). The Corporation's Office of Civil Rights and Inclusiveness attempts to resolve concerns about discrimination promptly and when possible, uses an informal conciliation process to do so. CNCS encourages, but does not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the program or project. CNCS encourages directors of programs and projects to facilitate prompt resolution of these concerns.

Fraternization: Relationships between AmeriCorps Members and staff Members that have the appearance of partiality, preferential treatment, or the improper use of position for personal gain, are prejudicial to the morale of AmeriCorps Members and will not be tolerated.

Funding Contingency: In the event funding for the Washington Service Corps is reduced or eliminated; or if program requirements are changed prior to or after the date of this agreement; the Washington Service Corps may terminate or modify this service agreement with 30 days written notification to the Member and the sponsoring organization.

Fundraising: An AmeriCorps Member may spend no more than ten percent of his or her originally agreed-upon total service hours during his or her term of service in performing fundraising activities. Funds raised must be in direct support of the program service

activities. AmeriCorps Members may not: raise funds for additional living allowance or sponsor organization match, raise funds for an organization's operating expenses or endowment, write grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service, or any other federal agency.

45CFR2520.40 states:

AmeriCorps members may raise resources directly in support of your program's service activities.

Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- Seeking donations from alumni of the program for specific service projects being performed by current members.

AmeriCorps members may not:

- Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
- Write a grant application to the Corporation or to any other Federal agency.

45CFR2520.45 states:

An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in § 2520.40.

Stories of Service: Submit at least one "Story of Service" per quarter with a picture of Member, wearing gear, in action. Use the WSC Story of Service Form, located on the [WSC website](#), to write a short story that shows how you or your program impacted the lives of individuals you serve; or how the national service opportunity has impacted the life of the Member. The stories are used by the WSC to highlight Member service to our stakeholders and the general public. Submit the story on the form to your Supervisor, and your Supervisor will forward it to the WSC Program Coordinator. The Supervisor may also write up his or her story of service to highlight their member(s) service performance. A photo release is required if non-Members are pictured.

Informed Consent/Release to Use Image and Voice Recordings: The Member assigns all rights to the WSC, the Washington State Commission for National and Community Service and the Corporation for National and Community Service to use their name, photograph and/or video recordings and other identifying information for publicity or promotional purposes. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other non-profit use and distribution of such

photographs and recordings for the purposes deemed suitable by the WSC unless specifically noted to the contrary.

Legislative and Media Reporting: If there are any visits by elected officials, or media publications regarding the AmeriCorps project, or the Member's contribution to the sponsor organization's impact, Individual Placement Members are asked to submit a Legislative and Media Reporting Form once per quarter documenting the recognition. The form is located on the [WSC website](#) under Member Resources.

Nepotism: Related persons may work/serve at the same agency or service site; however, WSC prohibits nepotism and considers it a conflict of interest for our project sites. Sites should refrain from giving preferential treatment or the appearance of preferential treatment by refraining from selecting or supervising members who are related to the sponsoring organization's staff. Relatives are defined as parents, siblings, spouse, domestic partner, and children. This anti-nepotism policy is subject to all anti-discrimination requirements applicable to an individual or an organization.

Reasonable Accommodation: A WSC Member who needs a reasonable accommodation to perform the essential functions of his/her AmeriCorps position must contact their Project Supervisor to submit a request for accommodation. Procedures and guidelines are outlined in the [WSC Policy](#) on Reasonable Accommodation and Nondiscrimination on the Basis of Disability. All approved accommodation requests and the nature of that accommodation must be submitted to the WSC Program Coordinator for the program. All medical records will be kept in a secured location, separate from the member(s) main record.

Service Gear: Members are required to wear appropriate service gear during all service activities. Service gear, which is a symbol of a Member's commitment to serve, may include WSC or AmeriCorps lapel pins, shirts, vests, sweatshirts, hats, and badges. As community role models, WSC Members are responsible for maintaining a positive public image and shall follow the service gear and appearance standard guidelines outlined in the [WSC Policy](#) on Service Gear and Appearance. WSC Members represent their sponsor organization, Washington Service Corps, and AmeriCorps whenever they are serving, and thus should conduct themselves in an appropriate and recognizable way.

Supplies and Equipment: WSC does not supply Members with special equipment to serve on a project. If any particular supplies are necessary for the successful implementation of a project, they are to be provided by the site sponsor. The WSC will not replace or compensate for personal or other property lost, stolen, or damaged while in the possession of any AmeriCorps Member.

Use of Vehicles: If a Member uses a personal vehicle in the performance of their service duties, the sponsor organization, or its project must reimburse Members at the sponsor organization's standard rate. Sponsor organizations must require the Member to submit proof of a valid driver's license and insurance, and maintain current auto insurance. All service related travel will be reimbursable, or the sponsor organization or its project must provide transportation for the Member.

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AmeriCorps*State Member Service Agreement Program Year 2013-2014

Acknowledgement

The Member, sponsor organization, and the Washington Service Corps program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of the Member Service Agreement. If the Member is under the age of 18, the Member's parent or legal guardian must also acknowledge and sign the Member Service Agreement.

The Member is expected to serve an average of at least 40 hours per week for the entire term of service to meet the requirements of the WSC program.

We further acknowledge that the Member's term of service:

- ☐ Begins on September 1, 2013 and ends on July 15, 2014
- ☐ Begins on September 16, 2013 and ends on July 31, 2014
- ☐ Begins on October 1, 2013 and ends on August 15, 2014

The Member's monthly living allowance will be \$1,155.

AmeriCorps Member First Name

AmeriCorps Member Last Name

AmeriCorps Member (Signature)

Date

Parent/Legal Guardian (if applicable)

Date

AmeriCorps Project Supervisor

Date

Washington Service Corps Program Coordinator

Date

Note: Original hardcopy (with all original signatures in ink) to WSC. Copies to Project Supervisor, Legal Applicant and a copy provided to AmeriCorps Member.